

**City Facilities Build-Out Design
Bid No. 2014-5**



**Lehi City Corporation
Leisure Services Department**

RESPONSES ARE DUE PRIOR TO:

**March 17, 2014
5:00 P.M. MST**

Preferred method is to submit electronically to:

www.bidsync.com

Responses may be mailed or hand-delivered to:

Lehi City Purchasing Department
Attn: Cameron Boyle
Bid No. 2014-5
153 North 100 East
Lehi, UT 84043

**Lehi City Corporation
Leisure Services Department**

City Facilities Build-Out Design

REFERENCE NUMBER: Bid No. 2014-5
BID TITLE: "City Facilities Build-Out Design"
BID LOCATION: Lehi City, Utah

SUBMISSION DEADLINE: March 17, 2014
SUBMISSION TIME: 5 p.m. MST
SUBMISSION PLACE: Lehi City Purchasing Office
153 North 100 East
Lehi, Utah 84043

BID DESCRIPTION: This is a contract for design services to build-out a number of city facilities, including the City Hall, Police Department, Fire Station 81, and Public Works buildings. Services include architectural, structural, mechanical, and electrical design.

BID CONTACT: Steve Marchbanks
Parks Division Manager
801-836-1023
smarchbanks@lehi-ut.gov

BIDDERS: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with appropriate supplements and/or samples. Please submit bids through Bidsync.com or mail to the Lehi City Purchasing Office address above by the submission deadline. Bids received after March 17, 2014, at 5 p.m. MST will not be considered.

Additional instructions for submitting bid:

- A. It is the responsibility of the Supplier to "Log In" through BidSync. For assistance contact BidSync at 1-800-990-9339.
- B. Questions regarding this bid should be submitted through BidSync. The Bidder may also contact Steve Marchbanks, Parks Division Manager (see "Bid Contact" above).
- C. The recommended method to submit your bid is through BidSync. By using alternate methods of delivery, supplier bears all risks if documents are not received at the Purchasing Office prior to the submission deadline. Supplier should call to verify the purchasing agent has received the hard-copy bid prior to the bid closing.

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SECTION 1: SCOPE OF WORK AND BID PRICING

1.1 SCOPE OF WORK

Lehi City Public Works Department (“Owner”) is seeking bids for the architectural, structural, mechanical, and electrical design and engineering for the renovation and remodel of a number of existing facilities, including City Hall, Police Department, Fire Station 81, and Public Works.

City Hall

Currently, a portion of both the basement level and upper level is unfinished. The upper level will be designed to provide office space for approximately 20-25 employees, including the Mayor, City Administration, Economic Development, Public Relations, and Legal Services. The main level and basement level will be designed to provide office space for approximately 20 employees, including Planning and Zoning, Engineering, Finance, and IT. The main level will utilize the existing Utility Billing counter. Two additional counters, one for Inspections and one for Planning, need to be incorporated into the main level design.

Police Department

The build out of the Police Department will include additional office space, a conference room, and an equipment room.

Fire Station 81

There is currently only one exit from the firemen sleeping chambers in Fire Station 81. In addition, one of the sleeping chambers is accessible to the public. The building needs to be reconfigured to include a second exit and eliminate public access to the sleeping chambers.

Public Works

The upstairs of the Public Works building will be designed to include two offices, a large conference room, and a restroom.

Contractors should submit bids by March 17, 2014, at 5 p.m. MST. Bid documents for Bid No. 2014-5, “City Facilities Build-Out and Renovation,” can be found online at lehi-ut.gov/business/rfp or on BidSync.com.

1.2 BID PRICING

The Bidder shall provide all services as described in the Scope of Work above and as necessary to complete the work shown in any attached documents. The total cost for the architectural and engineering services as referenced above is: \$_____

The City reserves the right to reject any and all bids and to waive any formality in the bids received, to accept or reject any or all of the items in the bid, and award the contract in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the bids, if any such action is deemed in the best interest of the City.

Bids shall be binding upon the Contractor for sixty (60) calendar days from submission deadline. A Bidder may withdraw or modify its bid any time prior to the submission deadline by written request, signed by the same authorized officer or agent who signed the original bid.

SIGNATURE OF BIDDER

By _____

Title _____

Address _____

Email _____

Date _____

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 SCOPE OF TERMS & CONDITIONS

Before submitting a bid, the Bidder shall understand all contract conditions referred to in this document, and any addenda issued before the bid submission date. It shall be the Bidder's responsibility to ensure that the bid includes all addenda issued prior to the bid submission date. By submitting a bid, the Bidder acknowledges and accepts the Terms and Conditions described herein.

2.2 BID RESPONSE

The Bidder must submit a complete and concise response to the Request for Bid (RFB), demonstrating the ability to meet the requirements of this RFB. Each bid shall be accompanied by a transmittal letter signed by an authorized representative of the Bidder empowered with the right to bind the Bidder for the amounts estimated and terms proposed. The contents of the bid submitted by the successful Bidder may become part of any contract awarded as a result of this solicitation.

2.3 PRE-BID MEETING

A pre-bid meeting will be held to discuss the project and to answer any questions regarding this solicitation. **Attendance is mandatory** for any potential bidder desiring to submit a bid. The meeting will be held on **March 3, 2014, at 1 p.m.** at Lehi City Council Chambers. The Council Chambers are located at 153 North 100 East in Lehi.

2.3 BID PRICING

The pricing for all products or services shall be stated on the Bid Form and shall remain firm for the duration of the contract. No price changes, additions, or subsequent qualifications will be honored throughout the duration of the contract except with approved change orders (see *Section 5.19*). Pricing on all transportation, mobilization and other charges shall be prepaid by the contractor and included in the bid prices. The Bidder must indicate any additional charges not mentioned above or forfeit the right to payment for such items.

2.4 BID PREPARATION COSTS

Owner is not liable for any cost incurred by the Bidder associated with the preparation of the bid or the negotiation of a contract for services prior to the issuing of the contract.

2.5 SUBSTANTIVE BIDS

The Bidder certifies that, (a) the Bidder's bid is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) the Bidder has not directly or indirectly induced or solicited any other Bidder(s) to submit a false bid; (c) the Bidder has not solicited or induced any other person, firm, or corporation to refrain or abstain from submitting a bid; (d) the Bidder has not sought by

collusion to obtain for themselves any advantage over any other Bidder(s) or over the Owner; and (e) Bidder shall not violate or cause any person to violate the Utah Municipal Officers and Employees Ethics Act, or any other Federal, State, or Municipal law.

2.6 ADDENDUM TO THE RFB

In the event that it becomes necessary to revise this RFB in whole or in part, an addendum will be provided to all Bidders on record as having received this RFB. A statement issued in an addendum shall have the effect of modifying a portion of the bid documents when the statement in the addendum specifies a section, paragraph or text and states that it is to be so modified.

2.7 EVALUATION PROCESS

All bids in response to this RFB will be evaluated in a manner consistent with the Lehi City purchasing policy. In the initial phase of the evaluation process, the evaluation committee will review all bids timely received. First, non-responsive bids (those not conforming to RFB requirements) will be eliminated. Second, the remaining bids will be evaluated in a cursory manner to eliminate from further consideration those bids which, in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. Each Bidder bears sole responsibility for the items included, or not included, in the response submitted by that Bidder. The Owner reserves the right to disqualify any bid that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFB.

At the conclusion of this initial evaluation phase, selected bids will be chosen for detailed review and evaluation. The Owner reserves the right to be the sole judge as to the overall acceptability of any bid or to judge the individual merits of specific provisions within competing offers.

2.8 EVALUATION CRITERIA

The Owner will judge the merit of all bids received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the bid being removed from further consideration. In determining lowest responsible bidder, the Owner will consider:

1. Qualifications
2. Professional Reputation (with Lehi City and other entities)
3. Availability
4. Schedule to completion
5. Previous Quality of Service
6. Cost (lump sum; hourly rate)

2.9 AWARD OF CONTRACT

Upon completion of the evaluation process, Owner may negotiate with and award the contract to the Bidder whose bid is determined to be most advantageous to the Owner. AWARD OF CONTRACT MAY BE MADE WITHOUT DISCUSSION AFTER BIDS ARE RECEIVED. Bids will be awarded to the lowest responsible Bidder. The contract will incorporate the provisions of this RFB (including any addenda).

2.10 DISCLOSURE OF BID CONTENT

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA") certain information in the submitted bid may be open for public inspection. If the Bidder desires to have information contained in its bid protected from such disclosure, the Bidder may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the bid (GRAMA, Section 63G-2-309). Pricing elements of any bid will not be considered protected. All material contained in and/or submitted with the bid becomes the property of the Owner and may be returned only at the Owner's option.

SECTION 3: GENERAL TERMS AND CONDITIONS

3.1 REQUIRED TERMS AND CONDITIONS

The successful Bidder must enter into a written agreement with the Owner for the performance of the work contemplated herein. Among other necessary terms and conditions required to be included in any such agreement, the terms and conditions set forth in this Section 3 must be included therein.

3.2 CONTRACT

The intention of the Contract is to include all architectural, structural, mechanical, and electrical design and engineering, and all other action necessary for the accomplishment of the project described herein.

The Contract shall be signed in triplicate by Lehi City Corporation (Owner) and the selected firm or agency that will complete the work (Contractor). The accepted proposal will be retained by the Owner for its files.

3.3 THE CONTRACTOR

It is understood and agreed that the Contractor has satisfied itself as to the character of equipment required under this contract and all other matters which can in any way affect its execution and performance of this contract.

No verbal agreement or conversation with any officer, representative, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained. Any amendment to the Contract must be in writing, and must be executed by both parties to be valid.

3.4 THE OWNER

The Owner shall have responsibility for the general supervision of the project contemplated by the Contract. The Owner shall provide any required information and any additional information which the Owner has readily available and can supply without unreasonable effort, pertaining to the work. The Contractor, however, shall be responsible for the means by which its performance required under this Agreement is completed.

3.5 ASSIGNMENT

Contractor shall not assign any portion of its obligations under the Contract without the prior written consent of Owner. Assignment or subcontracting shall in no way relieve the Contractor of any of its obligations under this Contract.

3.6 LAWS AND ORDINANCES

The laws of the State of Utah shall govern any contract executed between the successful Contractor and Owner. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

3.7 TERMINATION, SUSPENSION OR ABANDONMENT

3.7.1 The Owner may terminate this agreement at any time upon seven (7) calendar days' written notice, in the event the services of the Contractor, in the sole judgment of the Owner, are unsatisfactory, because of the Contractor's failure to prosecute the work with diligence or within the time limit specified, or in the event that the Contractor, in the sole judgment of the Owner, has materially breached this Contract; provided, however, that after receiving the Owner's written notice, Contractor shall have five (5) working days (Monday-Friday) in which to cure any such deficiency.

3.7.2 The Owner reserves the right, at its sole discretion, to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice.

3.7.3 In the event of termination, suspension or abandonment, without cause, the Owner shall pay the Contractor pro rata for services performed according to this agreement up to the time of such termination, suspension, or abandonment. The Contractor shall not be entitled to any additional compensation, award, or damages.

3.7.4 All work accomplished by the Contractor prior to the date of any termination, suspension, or abandonment shall be recorded, and tangible work documents shall be transferred to and become the sole property of the Owner. If the Owner has terminated the Project without cause, and then requests to resume the Project with the Contractor after more than three (3) months from the date of termination, the Contractor's compensation shall be subject to renegotiation.

3.7.5 The terms and conditions in this Section 3.7 shall survive any termination of this Contract.

3.8 ACCEPTANCE OF SERVICES RENDERED

Owner, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

3.9 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner, and any subsidiary or affiliate of the Owner, and its past, present and future agents, representatives and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, or expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or any party for whose acts the Contractor or Owner may be liable, regardless of whether liability is imposed upon such indemnified party. This indemnity obligation is intended to include, but is not limited to, the indemnification of Owner indemnified hereunder for damages apportioned to the Contractor, any subcontractor, or any person or entity directly or indirectly employed by any of them or any person or entity for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the Owner. In any and all claims against the Owner, or any subsidiary or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the Contractor, or any subcontractor, the worker's or workman's compensation acts, disability benefit acts or other employee-benefit acts.

3.10 INSURANCE

3.10.1 The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws.

3.10.2 The Contractor shall at its own expense, carry and maintain Comprehensive General Liability Insurance including but not limited to \$3,000,000.00 per occurrence.

3.10.3 The Contractor shall at its own expense, carry and maintain Automobile Public Liability insurance with Bodily Injury and Death Limits of at least \$250,000 for any one person and \$500,000 for any one occurrence, and Property Damage Limit per occurrences of \$250,000. Such benefits and such coverage as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract. It is intended by this section that the limits set forth herein will exceed applicable minimum requirements under Utah law. However, in the event that the foregoing amounts do not satisfy minimum requirements under applicable Utah law, the Contractor must maintain Automobile Public Liability insurance in amounts satisfying applicable Utah law.

3.10.4 The Contractor shall, at its own expense, carry and maintain professional liability/errors and omissions insurance appropriate to the Contractor's profession, with a minimum coverage of \$3,000,000; with neither Contractor nor listed subcontractors having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one-year extended reporting period (or longer upon request).

3.10.5 The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance contemplated in this Section 3.9 at no expense to the Owner.

3.10.6 Before commencement on the project contemplated herein, and at any time thereafter upon written request by the Owner, the Contractor shall furnish Owner with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.

3.10.7 All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the Owner, directors, officers, agents, and employees as additional insured with respect to the activities of the Contractor and its subcontractors.

Any certificate or certificates presented as evidence of insurance pursuant to this Section 3.10 shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide Owner at least sixty (60) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

3.11 EQUAL EMPLOYMENT OPPORTUNITY POLICY

No Contractor of goods and/or services under this RFP or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

3.12 RECORD KEEPING AND AUDIT RIGHTS

Any Contractor providing goods or services under any contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least three (3) years following termination of the Contract. Upon 48-hours notice and during normal business hours, the Owner, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The Owner's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.

3.13 MANAGEMENT REPORTS

Upon request the Contractor should be able to summarize and concisely report pertinent information to Owner in a timely manner, throughout the duration of any contract resulting from this RFP.

3.14 FURTHER AGREEMENTS

In addition to a proposal, Owner may from time to time require Contractor to execute certain additional documents or agreements, including without limitation, a Contract for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.

3.15 RELATIONSHIP OF THE PARTIES

In assuming and performing the obligations of any contract, Owner and any Contractor shall each be acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, principal, agent, or employee of the other.

3.16 TAXES – CONTRACTOR’S RESPONSIBILITY

Contractor shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any services under a Contract, including, but not limited to, taxes levied or incurred against Contractor’s income, inventory, property, sales, or other taxes.

3.17 TAXES - OWNER IS EXEMPT

The Owner is exempt from the payment of any federal excise or any Utah sales tax (State of Utah Sales Tax Exemption number: Q41296). Exemption certification information appears on all purchase orders issued by Owner and such taxes will not apply to Owner unless otherwise noted. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, Contractor may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by Owner.

3.18 ROYALTIES AND PATENTS

The Contractor shall pay all applicable royalties and license fees. Contractor shall also defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof.

3.19 PAYMENTS

These terms of payment cover payments to be made at the time of delivery of the project.

Unless otherwise specifically indicated in these contract documents, the terms of payment will be NET, 30 days upon delivery and acceptance of the work. A five percent (5%) retainage will be withheld until final product is reviewed and accepted by the City.

Invoices shall be submitted to:

Lehi City
Attn: Accounts Payable
153 North 100 East
Lehi Utah, 84043

3.20 PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect itself from loss on account of:

3.20.1 Defective services not remedied.

3.20.2 Claims filed or reasonable evidence indicating probable filing of claims.

3.20.3 Any other violation of or failure to comply with the provisions of this contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Owner reserves the right, in case of Contractor default, to procure the services from other sources while holding the defaulting Contractor responsible for any excess costs occasioned thereby.

3.21 FAILURE TO MEET DEADLINE

Unless otherwise noted by City, time is of the essence in the performance of all of the provisions of this Agreement. In the event the Contractor fails to meet any deadline contemplated by this Agreement, the Contractor shall pay the City of the sum of one-hundred dollars (\$100) per day for each day said deadline is unsatisfied. The City may deduct said \$100 per-day payment from any amounts owed by the City to the Contractor. The provisions of this Section 3.21 shall be in addition to any other remedies, damages, and the like available at law or in equity.

3.22 ACCEPTANCE AND FINAL PAYMENT

In a timely manner after the work has been completed and accepted, the Owner will make a final estimate stating that the Contract has been completed and that the work has been accepted by it under the terms and conditions thereof, with qualifications, if any, as stated and the balance found to be due the Contractor according to the terms of payment shall be paid by the Owner, as provided under 3.20 PAYMENTS of this document. Prior to filing a final estimate, Contractor shall file with the Owner a sworn statement that all items of labor entering into the work or services have been paid.

3.23 CHANGE ORDERS

All change orders shall be described on a Change Order Request Form, provided by the Owner, and be authorized in writing by Owner prior to proceeding with the work requested. The City shall not be responsible for paying any amount above the contract price, unless the Contractor obtains a properly signed Change Order Request Form from the Owner prior to incurring any additional expenses.

No payment shall be made to the Contractor for labor involved in correcting errors or omissions attributable in any way to the Contractor or its agents, subcontractors, and the like, which result in the final proposal not in accordance with the Specifications.

3.24 WARRANTY

Consultant represents to City that: it is properly qualified and licensed in the State of Utah for the Work contemplated by this Agreement; it has the experience and ability to perform the services required by

this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state, or municipal laws.

SECTION 4: SIGNATURE FORM

Upon acceptance of this bid, the undersigned agrees to complete all required work as described in this bid document and according to the terms and conditions described herein.

SIGNATURE OF BIDDER

Name _____

Signature _____

Title _____

Address _____

Date _____